

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ENGAGE MARKETING, LLC		07/12/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	VALASSIS COMMUNICATIONS, INC.		
Street Address:	19975 Victor Parkway		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152-7001		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85059833	ENDLESS SAVINGS	
CORRESPONDENCE DATA			
Fax Number:	(248)358-3351		
Phone:	248-358-4400		
Email:	trademarks@brookskushman.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Elizabeth F. Janda		
Address Line 1:	1000 Town Center, 22nd Floor		
Address Line 4:	Southfield, MICHIGAN 48075-1238		
ATTORNEY DOCKET NUMBER:	VCI 0495 TUS		
NAME OF SUBMITTER:	Elizabeth F. Janda		
Signature:	/elizabeth f janda/		

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TRADEMARK
REEL: 004654 FRAME: 0161

Date:

11/03/2011

Total Attachments: 8

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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (the "**Assignment**") is made as of July 12, 2010, by Ten United, Ltd., an Ohio limited liability company ("Ten United"), Engauge Holdings, LLC, a Delaware limited liability company ("Engauge Holdings") and Engauge Marketing, LLC, a Delaware limited liability company ("Engauge") (Ten United, Engauge Holdings and Engauge are collectively referred to as the "**Assignor**"), to Valassis Communications, Inc., a Delaware corporation ("**Assignee**").

RECITALS:

1. Assignor and Assignee are parties to an Asset Purchase Agreement (the "**Asset Purchase Agreement**"). Pursuant to the Asset Purchase Agreement, Assignor has agreed to sell to Assignee, and Assignee has agreed to buy from Assignor the Assets as defined in the Asset Purchase Agreement, including without limitation the Acquired Intellectual Property, including without limitation the Marks, Patents and Copyrights of Assignor.

2. Pursuant to the Asset Purchase Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee, all of such assets.

3. John Detwiler, Danny Davis, Richard J. Campbell II, William L. Henry, and Summers Pittman (the "Engauge Employees") have been employed and/or continue to be employed by Engauge and/or Ten United. During the course of the Engauge Employees' employment with Engauge and/or Ten United, the Engauge Employees have contributed and may continue to contribute to the conception, authorship or development of (or otherwise contribute to) the Acquired Intellectual Property.

4. Engauge and John Detwiler are parties to an Assignment, dated June 6, 2010. Pursuant to the Assignment, John Detwiler assigns the full and exclusive right, title and interest to an invention for which a patent application was filed on February 23, 2010 in the United States Patent and Trademark Office having Application Serial No. 61/307,201 to Engauge.

5. Engauge, NBN Designs, Inc. and Danny Davis are parties to an Asset Purchase Agreement dated March 26, 2008 (the "**Engauge/NBN Asset Purchase Agreement**").

6. Engauge and Richard J. Campbell II are parties to a Confidentiality and Non-Competition Agreement, dated January 6, 2008. Pursuant to the Confidentiality and Non-Competition Agreement, Richard J. Campbell II agrees that Engauge maintains all rights to and ownership of, any intellectual property developed during the course of employment, during working hours or not, with Engauge.

7. Engauge and William L. Henry are parties to a Confidentiality and Non-Competition Agreement, dated January 2, 2008. Pursuant to the Confidentiality and Non-Competition Agreement, William L. Henry agrees that Engauge maintains all rights to and

ownership of, any intellectual property developed during the course of employment, during working hours or not, with Engauge.

8. Pursuant to any contractual right of any agreement between an Engauge Employee and Assignor (including the agreements identified in Recitals 4-7), in which Assignor has a contractual right to require the transfer and assignment of intellectual property rights, which are included in the Acquired Intellectual Property, from the Engauge Employee, Assignor agrees to assign such contractual rights to Assignee as a condition precedent to closing of the transactions contemplated in the Asset Purchase Agreement, and Assignee desires to accept assignment of such contractual right from Assignor.

9. Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Acquired Intellectual Property.

NOW, THEREFORE, for and in consideration of the purchase and sale of the Assets under the Asset Purchase Agreement and for other good and valuable consideration to Assignor, the sufficiency and receipt of which are hereby acknowledged by Assignor, the parties hereto agree as follows:

AGREEMENT:

Section 1. Definitions. Capitalized terms used in this Agreement not otherwise defined herein have the meanings given such terms in the Asset Purchase Agreement.

Section 2. Assignment and Transfer. Assignor does hereby transfer and assign to Assignee and agrees to transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of: (i) all of Assignor's worldwide right, title and interest in, to and under the Acquired Intellectual Property, together with the goodwill of the business associated with the Acquired Intellectual Property and which is symbolized by the Acquired Intellectual Property; (ii) all rights to sue for infringement or unauthorized use of any of the Acquired Intellectual Property, and all rights to collect damages and seek recovery relating thereto, and all rights to settle any such actions, in each case whether arising prior to or subsequent to the date of this Assignment, including the right to sue for past infringement; and (iii) any and all renewals and extensions of the Acquired Intellectual Property that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the Assignor had this Assignment not been made.

Section 3. Cooperation. Assignor covenants that Assignee will, upon its request, be provided promptly with all pertinent facts and documents relating to the Acquired Intellectual Property, and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to Assignee and its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce the Acquired

Intellectual Property or which may be necessary or desirable to carry out the purposes hereof and thereof.

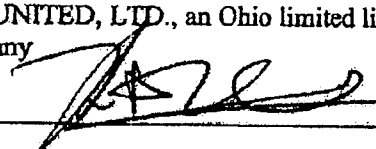
Section 4. Assignment of Rights. Pursuant to any contractual right of any agreement between an Engauge Employee and Assignor (including the agreements identified in Recitals 4-7), in which Assignor has a contractual right to require the transfer and assignment of intellectual property rights, which are included in the Acquired Intellectual Property, from the Engauge Employee, Assignor assigns such contractual rights to Assignee on the Closing Date.

Section 5. Governing Law. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of New York without regard to the principles of conflicts of laws thereunder.

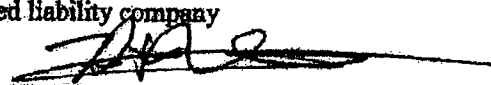
IN WITNESS WHEREOF, the Assignor and Assignee have executed this Assignment as of the date first above written.

ASSIGNOR:

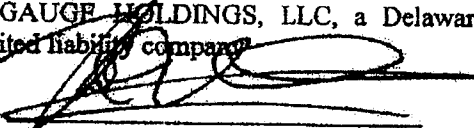
TEN UNITED, LTD., an Ohio limited liability company

By: 
Its: _____

ENGAUGE MARKETING, LLC, a Delaware limited liability company

By: 
Its: _____

ENGAUGE HOLDINGS, LLC, a Delaware limited liability company

By: 
Its: _____

ASSIGNEE:

VALASSIS COMMUNICATIONS, INC., a Delaware corporation

By: _____
Its: _____

Intellectual Property Assignment Agreement

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Assignment as of the date first above written.

ASSIGNOR:

TEN UNITED, LTD., an Ohio limited liability company

ENGAUGE MARKETING, LLC, a Delaware limited liability company

By: _____
Its: _____


By: _____
Its: _____

ENGAUGE HOLDINGS, LLC, a Delaware limited liability company

By: _____
Its: _____

ASSIGNEE:

VALASSIS COMMUNICATIONS, INC., a Delaware corporation

By: 
Its: _____

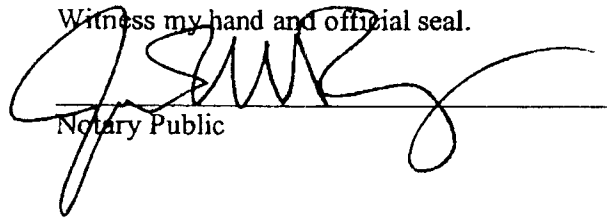
Todd L. Wiseley, Esq.
Secretary

Intellectual Property Assignment Agreement

State of Ohio)
)
County of Franklin) ss.:

On this 12th day of July, 2010, before me, personally appeared Richard K. Milenthal, Chief Executive Officer of Ten United, Ltd., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.


Notary Public

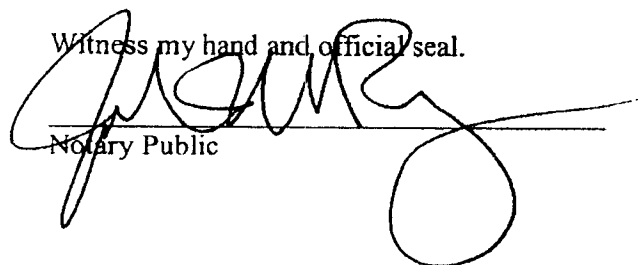


JOHN M. PERKEY, Attorney-At-Law
Notary Public - State of Ohio
My Commission has no expiration date
Sec. 147.03 R.C.

State of Ohio)
)
County of Franklin) ss.:

On this 12th day of July, 2010, before me, personally appeared Richard K. Milenthal, Chief Executive Officer of Engauge Marketing, LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.


Notary Public

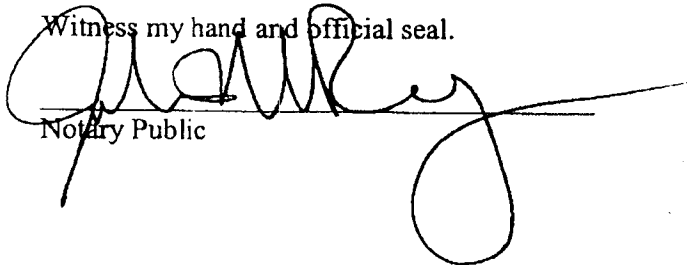


JOHN M. PERKEY, Attorney-At-Law
Notary Public - State of Ohio
My Commission has no expiration date
Sec. 147.03 R.C.

State of Ohio)
) ss.:
County of Franklin)

On this 12th day of July, 2010, before me, personally appeared Richard K. Milenthal, Chief Executive Officer of Engauge Holdings, LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.


Notary Public



JOHN M. PERKEY, Attorney-At-Law
Notary Public - State of Ohio
My Commission has no expiration date
Sec. 147.03 R.C.

Schedule 2.1(g)

Acquired Intellectual Property

Exhibit 4.10(d) – Patents and Patent Applications:

Provisional patent application number 61307201 submitted February 23, 2010 relating to the Java based secured coupon printer applet.

Exhibit 4.10(e) – Marks:

Trademark Application Serial Number: 85059833, Filing Date: June 10, 2010



Exhibit 4.10(f) – Copyrights

None

Exhibit 4.10 (h) - Domain Names and Websites:

1. EndlessSavings.com
2. Endlesavings.com
3. OptiScience.com

Exhibit 4.10 (h) Open Source Software:

1. Linux: Free BSD 6.2
2. Web Server: Lighttpd 1.4.18
3. PHP: 5.2.3
4. MySQL: 5.1.20 and 5.0.33
5. Subversion 1.6.5 and 1.6.6